

## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.  
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to approve the minutes of March 18, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to approve the following claims

3/12/13	Check # 23562	\$ 33.25
3/15/13	Check # 23563 - 23630	\$ 659,054.20
3/22/13	Check # 23631 - 23687	\$ 590,392.08
3/28/13	Check # 23688 - 23764	\$ 713,738.50
	TOTAL	\$1,963,218.03

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Gary Daly to authorize the Chairman to execute the following resolution.

### RESOLUTION AMENDING THE INITIAL EXPENSE APPROVAL LIST FOR THE JOINT LIBRARY PROJECT

**WHEREAS**, on July 2, 2012, the Limestone County Commission approved a resolution, in conjunction with the City of Athens, to appoint William R. Marks to act as the representative of the County and City to act as the City/County's Project Manager, pursuant to Section II of the Purchase, Sale, and Joint Development Agreement by and between the City and Limestone County, Alabama, as amended; and

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**WHEREAS**, on July 2, 2012, Limestone County Commission also approved, in conjunction with the Athens City Council, to set an initial expense approval list related to the joint library project with an initial budget of up to \$250,000 between Limestone County and the City of Athens; and

**WHEREAS**, as of March 25, 2013, actual expenditures paid or incurred for the library project to date are in excess of \$250,000; and

**WHEREAS**, Limestone County Commission wishes, in conjunction with the City of Athens to continue the progress on and resulting outlay of expenses in connection with the Library Project.

**THEREFORE BE IT RESOLVED BY LIMESTONE COUNTY COMMISSION** on April 1, 2013, as follows:

1. Limestone County Commission amends the initial budget of \$250,000 to an amount up to \$500,000. Said budget is not meant to be a comprehensive budget for the entire project, and is not meant to represent the total amount of expenses anticipated. Said budget merely indicates the County's and City's approval of the outlay of expenses upon the approval of the Project Manager, for the continued work in connection with the joint library project.

2. This resolution shall only become effective only to the extent that a resolution or other measure of the same effect is adopted by the Athens City Council.

**ADOPTED** this the 1<sup>st</sup> day of April, 2013.

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STANLEY MENEFEE, CHAIRMAN

**CERTIFICATION OF COUNTY ADMINISTRATOR**

STATE OF ALABAMA     )  
LIMESTONE COUNTY    )

I, Pam Ball, County Administrator of Limestone County Commission, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by Limestone County Commission on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Witness my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2013.

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Pam Ball, County Administrator

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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**MOTION** was made by Steve Turner and seconded by James W. "Bill" Latimer to approve a Cintas Facilities Solutions Agreement for uniform, dust mop and mat rentals through U.S. Communities; a NACo purchasing cooperative.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Gary Daly to approve a lease for a 2013 Chevrolet Tahoe (Unit JS21) for the Sheriff's Department, for an annual rent of \$1.00.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Steve Turner to authorize the Chairman to execute the following agreement with the Alabama Department of Transportation (ALDOT) to maintain signs, markings, and legends implemented by ALDOT at the railroad crossing at Ingraham Road, project RHCH-CN13.

Project No. RHCH-CN13(    )  
DOT No.        352-087P  
Ref. No.       1239 (X111-R)  
County         Limestone  
Town or City Athens  
Street/Road Ingraham Road

**Alabama Department of Transportation  
Federal Aid Rail/Highway Crossing  
Improvement Project  
Agreement for Maintenance of Pavement Markings and Signs**

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, (hereinafter referred to as the State), and the County of Limestone, Alabama (hereinafter referred to as the County).

WITNESSETH:

WHEREAS, there are Federal Section 130 funds which will assist the State in 100 percent of the expenses incurred in implementation of signs, markings and legends for this project.

NOW THEREFORE, the parties hereto agree as follows:

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1. One hundred percent of the cost of construction of this project shall be paid for with federal-aid funds. The STATE will not be liable for any Funds under this Agreement.
2. A final inspection shall be made by the State after all work items have been completed.
3. The State will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922 ).
4. Upon completion and acceptance of this project, the County will maintain all signs, markings and legends in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices.
5. The State shall not be responsible for the maintenance of signs, markings or legends once they are installed under this project.
6. By entering into this agreement, the County is not an agent of the State, its officers, employees agents or assigns. The County is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
7. The County will be responsible at all times for all of the work performed under this agreement and, the County will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Exhibit "M" and "N" are attached hereto as a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval by the Transportation Director.

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the Limestone County Commission as follows:

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1. That Limestone County, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: including maintenance responsibilities of the County.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, for and on its behalf by the Chairman of the County Commission.

3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

4.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on record by the County Clerk.

Passed, adopted, and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS BY:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman, Limestone County Commission

I, the undersigned qualified and acting clerk of Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and that such resolution is on record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

**EXHIBIT M**

CONSULTANT 3/19/90  
REVISED 7/18/90  
REVISED 6/16/11

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

## **MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013**

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-ELL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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## **EXHIBIT N**

**CONSULTANT 2/15/95**

**REVISED 5/30/02**

**REVISED 6/16/11**

### **FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive on all parties.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using appropriate forms of nonbinding alternative dispute resolution.

### **TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

### **NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Gary Daly to authorize the Chairman to execute the following agreement with the Alabama Department of Transportation (ALDOT) for the Preliminary Engineering only to replace the bridges on Ragsdale Creek Road over Ragsdale Creek, Lucas Ferry Road over Mud Creek, and Fielding Road over Coxey Creek using federal funds of \$118,369.60 and county funds of \$29,592.40 for a total cost of \$147,962.00.

### **AGREEMENT FOR PRELIMINARY ENGINEERING ON A FEDERAL AID PROJECT**

#### **BETWEEN THE STATE OF ALABAMA AND LIMESTONE COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and LIMESTONE COUNTY; FEIN 63-6001607 hereinafter referred to as the COUNTY; in cooperation with the United State Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

#### **WITNESSETH**

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the preliminary engineering for the bridge replacement on Ragsdale Creek Road over Ragsdale Creek BIN's 2753 & 5989, Lucas Ferry Road over Mud Creek (BIN 7415) and Fielding Road over Coxey Creek (BIN 7665). Project #BRZ - 4213 ( ), CPMS Ref. # 100060131.

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) This agreement will cover only the preliminary design engineering aspect for the proposed improvements in accordance with plans approved by the STATE.

(2) The preliminary design engineering phase is hereby defined as that work necessary to advance the development of the project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by the FHWA. The COUNTY will perform all preliminary design engineering with COUNTY forces, or with a consultant selected and approved by the STATE, as



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part of the project cost. Plans will be prepared by the COUNTY and approved by the STATE.

(3) The COUNTY will acquire any additional right-of-way, if needed, for the project at no cost to the STATE or this project.

(4) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement.

(5) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80 percent of eligible costs, whichever is less. The estimated cost and participation by the various parties are as follows:

Federal Funds	_____	_____
Federal Funds	(2012)	\$118,369.60
County Funds		\$29,592.40
Total		\$147,962.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, 80% will be financed with Federal funds, if available; and the COUNTY will be billed for 20% of the overrun and the COUNTY agrees to pay same to the STATE, or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE for its proportional share as above noted.

(6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.

(7) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.

(8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

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(9) The COUNTY will submit reimbursable invoices for work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

(10) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

(11) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

(12) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.

(13) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).

(14) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

(15) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

(16) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

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- (17) Exhibits M and N are attached and hereby made a part of this agreement.
- (18) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

**RESOLUTION NUMBER \_\_\_\_**

BE IT RESOLVED, by the County Commission of Limestone County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The bridge replacement on Ragsdale Creek Road over Ragsdale Creek BIN's 2753 & 5989, Lucas Ferry Road over Mud Creek (BIN 7415), and Fielding Road over Coxey Creek (BIN 7665). Project # BRZ - 4213 ( ), CPMS Ref. # 100060131 which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on record by the County Clerk.

Passed, adopted, and approved this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

ATTESTED:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman, County Commission

I, the undersigned qualified and acting clerk of Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the \_\_\_\_ day \_\_\_\_\_ of, 20\_\_\_\_, and that such resolution is on record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Clerk  
7/18/90

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### **EXHIBIT M CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Rev. 06/01/2012

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**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

**ADR CLAUSE:**

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

**AMENDED ALABAMA IMMIGRATION LAW:**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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**MOTION** was made by Gary Daly and seconded by James W. "Bill" Latimer to authorize the Chairman to execute the following agreement with Morell Engineering Inc. to perform preliminary engineering design and survey to replace the two bridges on Ragsdale Creek Road under ATRIP Project #42-03-05, \$71,936.00.

### SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between  
\_\_\_\_\_  
Limestone County \_\_\_\_\_ ("Owner")  
and \_\_\_\_\_ Morell Engineering Inc. \_\_\_\_\_ ("Engineer")  
Engineer agrees to provide the services described below to Owner for \_\_\_\_\_ Ragsdale Creek Road \_\_\_\_\_ ("Project").  
Description of Engineer's Services: \_\_\_\_\_ Perform Preliminary Engineering Design and Survey work for Ragsdale Creek Road  
\_\_\_\_\_ to include the replacement of two bridges and approach work. ATRIP Project #42-03-05.  
\_\_\_\_\_ Work to include ALDOT approval and authorization for bid.  
\_\_\_\_\_  
\_\_\_\_\_

Owner and Engineer further agree as follows:

#### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

#### 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

#### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

#### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

##### 1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

##### b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

## 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.



## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

### 9.01 Payment (Direct Labor Costs Times Factor; Plus Reimbursables)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to Engineer's Direct Labor Costs times a Factor of 170 for services of Engineer's Employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.

2. The total compensation for services and reimbursable expenses is estimated to be \$ \$71,936

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 6 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER:

By: WJ. Morell

Title: William T. Morell, President

Date Signed: 3/26/13

License or Certificate No. and State \_\_\_\_\_

AL # 21409

Address for giving notices:

112 N. Marion St  
Athens, AL 35611  
\_\_\_\_\_

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(Direct Labor Costs Times Factor; Plus Reimbursables)  
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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

## **MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013**

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to authorize the Chairman to execute the following agreements with Morell Engineering Inc. to perform preliminary engineering designs and surveys to replace the bridge on Fielding Road, and to replace the bridge on Lucas Ferry Road under ATRIP Project #42-03-07, in the amount of \$38,013.00 for each project.

# MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between  
Limestone County ("Owner")  
and Morell Engineering Inc. ("Engineer")  
Engineer agrees to provide the services described below to Owner for Fielding Road ("Project").  
Description of Engineer's Services: Perform Preliminary Engineering Design and Survey work for the bridge replacement  
project on Fielding Road. Work to include ALDOT approval and authorization for bid.

Owner and Engineer further agree as follows:

### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

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# MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

## 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

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## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

### 9.01 Payment (Direct Labor Costs Times Factor; Plus Reimbursables)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to Engineer's Direct Labor Costs times a Factor of 170 for services of Engineer's Employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.

2. The total compensation for services and reimbursable expenses is estimated to be \$ \$38,013

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 6 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER:

By: W.J. Morell

Title: William T. Morell, President

Date Signed: 3/26/13

License or Certificate No. and State \_\_\_\_\_

AL #21409

Address for giving notices:  
112 N. Marion St  
Athens, AL 35611  
\_\_\_\_\_

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(Direct Labor Costs Times Factor; Plus Reimbursables)

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# MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between  
Limestone County \_\_\_\_\_ ("Owner")  
and Morell Engineering Inc. \_\_\_\_\_ ("Engineer")  
Engineer agrees to provide the services described below to Owner for Lucas Ferry over Mud Creek ("Project").  
Description of Engineer's Services: Perform Preliminary and Final Design for the bridge replacement and approach work  
for Lucas Ferry over Mud Creek. ATRIP Project #42-03-07.  
Work to include ALDOT approval and authorization for bid.

Owner and Engineer further agree as follows:

### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

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# MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

## 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

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## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

### 9.01 Payment (Direct Labor Costs Times Factor; Plus Reimbursables)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to Engineer's Direct Labor Costs times a Factor of 170 for services of Engineer's Employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.

2. The total compensation for services and reimbursable expenses is estimated to be \$ \$38,013

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 6 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER:

By: W J. Morell

Title: William T. Morell, President

Date Signed: 3/26/13

License or Certificate No. and State \_\_\_\_\_

AL # 21409

Address for giving notices:  
112 N. Marion St.  
Athens, AL 35611  
\_\_\_\_\_

4 of 4

(Direct Labor Costs Times Factor; Plus Reimbursables)  
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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

**MOTION** was made by Steve Turner and seconded by James W. “Bill” Latimer to approve Goodwyn, Mills & Cawood, Inc. as the architect for the Courthouse renovation project and authorize the Chairman to negotiate a contract.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. “Bill” Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. “Bill” Latimer and seconded by Steve Turner to approve to apply for ALDOT Transportation Alternative Program (TAP) Grant that is available for rehabilitation of historical transportation facilities; which has an 80/20 match and approve Underwood & Associates to prepare the plans to be included with the grant application; which is not reimbursable.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. “Bill” Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. “Bill” Latimer and seconded by Ben Harrison to reappoint Gary Daly to the Community Action Partnership Board, one year term ending July 3, 2014.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. “Bill” Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee thanked Gary Daly for serving on the Community Action Partnership Board.

**MOTION** was made by Steve Turner and seconded by Gary Daly to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2435	New or used 4 Wheel Drive backhoe/Loader (District 1)	Cowin Equipment	\$59,212.00
2436	Printing - Mail Notices for Boat Owners (License Commission)	Printers & Stationers Inc.	\$269.75
2437	Passenger Van (Sheriff's Department)	Lynn Layton Chevrolet Inc.	\$27,589.00

## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Steve Turner to amend the Personnel Policies and Procedures Section XXII. Attendance and Leave as follows:

- Correct sentence in B6. Family Medical Leave: If an employee is unable to work for three (3) days, he/she must apply for this leave.
- Change a portion of B2.d. In order to be granted sick: change from 5 days to 3 days to mirror FMLA ...periods of absence in excess of three (3) consecutive days, or at the request of the department head, the employee may be required to submit a medical certificate signed by a licensed physician certifying that the employee has been unable to work for the period of absence, the nature of the employee's sickness or injury and when he/she will again be able to perform his/her duties.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to approve Family Medical Leave for Theresa Marlin, beginning April 2, 2013 until May 1, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Gary Daly approve the following speed limit:

Road Name	District	Location	Miles Per Hour
Phillips Road	2	Jones Road to Pepper Road	25

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to change the Bingo Permit for the Disabled American Veterans to play on Friday nights instead of Monday nights.

## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by James W. "Bill" Latimer to approve to sell one safe on GovDeals for District 1, which was previously approved on March 18, 2013 to be sold as scrap iron.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve \$10,000.00 to be paid from the county's share of the timber funds allocated for the development of the Killen Property in regard to the TVA grant for expansion of the Limestone Elm Industrial Park; contingent upon the Athens City Council approving to pay \$10,000.00 from the city's share.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Gary Daly to approve to partner 50/50 with Limestone County School Board to appropriate funding for retired officers to be utilized as School Resource Officers. The project includes 8 schools and the School Board contracting with 12 officers, working 8 officers at a time for the duration of the 187-day school year.

The Chairman asked if there was any discussion. Commissioner Harrison stated he believes the school board should own the program. Commissioner Harrison believes when you split cost, you split manageability. He stated the employees need to be employees of the school board so they can enforce any necessary actions at their discretion. He mentioned that the revenue from sales tax for the school board was up \$1 million for last year and there had been an increase in the first quarter of this year. He stated, "I'm not against the program, but I am against using ad-valorem taxes to support the program".

Dr. Sisk stated that A-Post certified officers have arrest, search and seize powers. Board employees become security officers without those powers. The Board would like to create a safer environment and have worked closely with Sheriff Blakely and Chief King regarding establishing the program. He pleaded with the Commission for its help.

Chief King stated A-Post recertification training is a two week course for retired officers that would need that recertification and the require training for School Resource Officers is a 40-hour course.

The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, nay. Motion carries.

## MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 1, 2013

**MOTION** was made by Gary Daly and seconded by Ben Harrison to approve to close a portion of the Rails to Trails from Hays Mills to Elkmont for a few hours on August 2, 2013 to allow the participants in the Piney Chapel American Farm Heritage Days to ride antique tractors on the trail.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to set Public Hearings for May 6, 2013, 10:00 a.m. for the following:

- To vacate a portion of Shoal Creek Road from Gardner Hollow Road to the AL-TN state line.
- To vacate a portion of Dogwood Flats Road from the south boundary of the New Hopewell Missionary Baptist Church property south for a distance of approximately 2230 feet to the 90 degree curve to the east, more particularly described as beginning at a point 418.71 feet south of the Northeast corner of the East half of the East half of the Southwest Quarter of Section 2, Township 4 South, Range 4 West and running thence south to the South boundary of said Section 2.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee stated they plan to open the Farmers Market on April 15<sup>th</sup>. He said the building has been painted, and the Spirit of Athens plans to operate a Saturday market.

Recessed at 10:28 a.m. until 10:00 a.m. on Wednesday, April 10, 2013, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.